



PATENT  
574313-2340.3

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant : John Ellis, *et al.*  
U.S. Serial No.: 10/780,318  
Filed : February 17, 2004  
For : Prevention of Myocarditis, Abortion and Intrauterine Infection Associated  
with Porcine Circovirus-2  
Examiner : Stacy Brown Chen  
Art Unit : 1648

745 Fifth Avenue  
New York, NY 10151

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Charles Jackson  
(Signature of person mailing paper or fee)

**TERMINAL DISCLAIMER**

Mail Stop Amendment  
Commissioner for Patents  
P.O. Box 1450  
Arlington, VA 22313-1450

Dear Sir:

This is in further response to the Office Action dated June 20, 2006; an Amendment is  
filed concurrently.

I, Thomas J. Kowalski, declare that I am the attorney of record and that I am authorized  
to execute terminal disclaimers on behalf of Merial SAS, Merial LLC and Merial Ltd.  
(collectively "Merial"), the assignee of the above-captioned application ("the present  
application") and U.S. Patent Nos. 6,497,883 and 6,943,152;

That Merial SAS has a place of business at 17 rue Bourgelat 69002, Lyon, France and is  
100% owned by Merial Ltd.; that Merial Ltd. is located at Sandringham House, Sandringham

Avenue, Harlow Business Park, Harlow Essex, England and is domesticated in Delaware, U.S. as Merial LLC, with a place of business at 3239 Satellite Boulevard, Duluth, Georgia, U.S.;

That, pursuant to MPEP 706.02(l)(2) ("Establishing Common Ownership . . . Example 1, Parent Company owns 100% of Subsidiaries A and B - inventions of A and B are commonly owned by the Parent Company"), the inventions of Merial SAS are commonly owned by Merial Ltd., since Merial SAS is a wholly owned subsidiary of Merial Ltd;

That Merial is the assignee of the entire right, title and interest in, to and under the present application, U.S. Application Serial No. 10/780,318, by virtue of the assignment from the inventors as set out at Reel 015376 and Frame 0252, where said assignment was recorded at the U.S. Patent and Trademark Office on November 15, 2004 and by virtue of the assignment from The Queen's University of Belfast and the University of Saskatchewan as set out at Reel 017759 and Frame 0553, where said assignment was recorded at the U.S. Patent and Trademark Office on June 12, 2006;

That Merial SAS is the assignee of the entire right, title and interest in, to U.S. Application Serial No. 09/583,545, now U.S. Patent No. 6,497,883, by virtue of the assignment from the inventors as set out at Reel 011450 and Frame 00592, where said assignment was recorded at the U.S. Patent and Trademark Office on October 27, 2000;

That Merial SAS is the assignee of the entire right, title and interest in, to U.S. Application Serial No. 09/586,535, now U.S. Patent No. 6,943,152, by virtue of the assignment from the inventors as set out at Reel 015971 and Frame 05590, where said assignment was recorded at the U.S. Patent and Trademark Office on November 9, 2004;

That Merial hereby disclaims the terminal part of any patent granted on the present application which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,497,883 or 6,943,152;

That Merial hereby agrees that any patent so granted on the present application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,497,883 and 6,943,152, this agreement to run with any patent granted on the present application and to be binding upon the grantee, its successors or assigns;

That no terminal part of any patent granted on the present application is disclaimed prior to the full statutory term of U.S. Patent No. 6,497,883 and 6,943,152, in the event that any of said patents expire earlier for failure to pay a maintenance fee, is held unenforceable, is found

invalid, is statutorily disclaimed in whole or is terminally disclaimed under 37 C.F.R. §1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its full statutory term, except for the separation of legal title stated above;

In accordance with 37 C.F.R. § 3.73(b), the undersigned attorney of record, empowered to sign this Statement on behalf of the assignee, states that Merial is the assignee of the entire right, title and interest in the patents and patent application identified above (U.S. Patent Nos. 6,497,883 and 6,943,152 and the present application) by virtue of the assignments identified above. The undersigned has reviewed documents in the chain of title of the patent and patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

It is noted that this paper is being provided merely to expedite prosecution and is presented without admission, without prejudice, without surrender of subject matter, without any intention of creating any estoppel as to equivalents.

A check in the amount of \$130.00 in payment of the fee under 37 CFR 1.20(d) is enclosed. The Commissioner is authorized to charge any additional fee occasioned by this paper, or to credit any overpayment of fees, to Deposit Account No. 50-0320.

Respectfully submitted,

FROMMER LAWRENCE & HAUG LLP  
Attorneys for Applicants

By: Anne-Marie C. Yvon  
for Thomas J. Kowalski  
Reg. No. 32,147  
Anne-Marie C. Yvon, Ph.D.  
Reg. No. 52,390  
(212) 588-0800